

# **CITY OF HUNTINGTON PARK**

## **Oversight Board Agenda Report**

January 25, 2016

Honorable Chair and Members of the Oversight Board  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Members of the Oversight Board of the Successor Agency to the Community Development Commission of the City of Huntington Park:

### **RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS**

#### **IT IS RECOMMENDED THAT THE OVERSIGHT BOARD:**

1. Approve a fourth amendment with Geosyntec Consultants include costs associated with the completion of a Partial Response Plan Implementation Report for the Southland Steel Project in an additional amount-not-to exceed \$24,550
2. Authorize the Executive Director to the Successor Agency to execute the amendment in a form approved by legal counsel

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City staff has been diligently working with the Department of Toxic Substances Control (DTSC) under the California Land Reuse Revitalization Program (CLLRA), and has made significant progress in the clean-up process of a 5-acre property located at 5959-6169 S. Alameda Street (also known as the Southland Steel property). The property is considered a Brownfield site with contaminants that must be remediated before the sale and subsequent development of the property. On October 2, 2014, after a 30-day public review period, the DTSC approved the City's Response Plan (Plan) for implementation. This Plan outlines a cleanup strategy for the soil, soil vapor and groundwater for the subject property.

On June 20, 2014, Geosyntec was retained as the Agency's environmental consulting firm under a Professional Services Agreement to assist in the environmental cleanup of the Southland Steel property. Since then, Geosyntec has helped develop a cleanup strategy, provided cost estimates for the work involved, assisted in the selection of a qualified contractor to implement clean-up, supervised the environmental work for soil remediation, and worked with the DTSC in obtaining the necessary approvals to move the project forward. Additionally, Geosyntec assisted the City in successfully negotiating a settlement

# AUTHORIZATION TO APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS

January 25, 2016

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for remediation of groundwater with the DTSC. On August 30, 2015, the City implemented and completed soil cleanup activities as required by the approved Response Plan. The next step in finalizing cleanup for this project is to complete a Remedial Action Completion Report (RACR), which serves to summarize remedial actions implemented for soil and groundwater. Upon approval of the RACR, DTSC will issue a clearance letter for soil remediation, and the Agency will be able to proceed with the sale of the property.

The Implementation Report was prepared and submitted to DTSC on November 6, 2015, for review and approval; and on January 13, 2016, the DTSC issued their comments to staff. As part of their comments, DTSC is requiring that the Agency incorporate additional reporting documentation which was not previously mentioned, and therefore not part of the scope of work under the current agreement with Geosyntec. Consequently, staff is recommending that the Board approve an amendment to the contract with Geosyntec for an amount not to exceed \$24,550 to complete the additional documentation incorporate it as part of the Implementation Report. A summary of the additional scope of work is presented below:

1. Preparation of a Soil Management Plan - This plan will outline land use restrictions for development of the property
2. Preparation of a Post-Remedial Risk Assessment Report
3. Expand Groundwater Reporting
4. Preparation of a public notice - The public notice will serve to report the work that was performed at the site and the work that remains to be completed by DTSC in regards to groundwater cleanup

The attached proposal from Geosyntec (Attachment A) provides a detailed explanation for the additional work. The table below illustrates a summary of the budget amount authorized under the current budget contract (\$623,156) and estimated costs for the additional work necessary to complete the project (\$24,550).

SOUTHLAND STEEL REMEDIATION PROJECT			
Description	Approved Budget	Additional Costs	Total
Environmental/Construction Mngmt	362,406		362,406
Well Installation/testing	235,750		235,750
Well redevelopment	25,000		25,000
Soil Mngmt Plan, Risk Assmt Report, etc.	-	24,550	24,550
<b>Total</b>	<b>\$ 623,156</b>	<b>\$ 24,550</b>	<b>\$ 647,706</b>

Laboratory Analysis\* \$ 150,000

*Lab costs are invoiced as direct project expense and paid on a reimbursable basis*

# **AUTHORIZATION TO APPROVE AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH GEOSYNTEC CONSULTANTS**

January 25, 2016

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## **FISCAL IMPACT/FINANCING**

On September 21, 2016 the Successor Agency and Oversight Board approved a loan from the City in an amount of \$1,234,000 to cover soil remediation expenses. The loan amount includes a contingency of 15%. This additional expense will be covered by the contingency included in the loan from the City.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On September 5, 2005, the Community Development Commission (now Successor Agency) and Department of Toxic Substances Control ("DTSC") entered into a California Land Revitalization Reuse Act (CLRRA) agreement, which requires environmental characterization of the site and the development of a Response Plan (the "Plan"), and in turn provides the property owner protection from future environmental liability from prior contamination. This protection can be transferred to subsequent property owners.

As a result of the dissolution of Redevelopment in January 2012, the Southland Steel Property was transferred to the Successor Agency of the City of Huntington Park and required to be sold. This sale process required the development of a Long Range Property Management Plan ("LRPMP") for the sale of all Successor Agency properties. This plan was approved by the Department of Finance ("DOF") in August 29, 2013. The Agency identified a single interested buyer for the Southland Steel property, Alexander Imports. However, cleanup must be completed before the property is transferred to the buyer.

## **CONCLUSION**

Upon approval by Oversight Board, the Executive Director will sign the amendment to the contract with Geosyntec Consultants in a form approved by legal counsel.

Respectfully submitted,



Manuel Acosta  
Economic Development Manager

## **Attachments**

- A – Proposal from Geosyntec
- B – Resolution
- C – Geosyntec Fourth Amendment

21 January 2016

Ms. Fernanda Palacios  
City of Huntington Park  
6550 Miles Ave.  
Huntington Park, CA 90255

Subject: Geosyntec Professional Agreement  
Former Southland Steel Site Remediation  
Geosyntec Project Number HC1479  
Out of Scope Work Funding Request (RACR)

Dear Ms. Palacios:

Geosyntec Consultants (Geosyntec) requests additional funding for our Professional Services Agreement (Agreement) and for the City of Huntington Park to authorize Geosyntec to proceed with the associated work described herein. The additional funding is requested to support the requests and directions of the California Department of Toxic Substances Control (DTSC) in their response to the draft Remedial Action Completion Report (RACR) produced for the Former Southland Steel Site (Site) and submitted to the DTSC on 9 November 2015. The DTSC response to the draft RACR received on 13 January 2016 (see attachment A) included requirements for revision and additions to the RACR. Those requirements were further defined in a teleconference with the City, DTSC, and Geosyntec representatives on 20 January 2016. The additional work is either not included or more detailed than was required in the Final Response Plan, was not in Geosyntec's current scope of work.

The additional work may be broadly categorized as groundwater remediation status summary, risk assessment, additional documents (Soil Management Plan), financial reporting, and changes to the format of the RACR.

The DTSC has directed that the groundwater activities performed by Geosyntec in accordance with the Final Response Plan and the scope of work in our Agreement be combined with the soil remedial actions into a single report and additional information be provided, in addition to the previously submitted and DTSC approved groundwater letter reports, that is currently in an appendix to the RACR. The Final Response Plan prepared by ECO Consultants was not clear on

HC1479 Proposal for Out of Scope RACR Items

this point. Based on the Response Plan's recommendations in respect to the groundwater remediation at the Site Geosyntec's scope of work included the installation of four (4) additional monitoring wells, sampling an analysis of groundwater from the four (4) new and four (4) existing onsite monitoring wells, and preparation of letter reports summarizing the finding of the groundwater work. The work was completed, including the addition of two (2) offsite monitoring wells, and the letter reports submitted and approved by the DTSC. Based on DTSC request the standalone reports were integrated in the RACR as an appendix. The letter reports are currently included in an appendix to the RACR.

The DTSC has directed a post-remediation human health risk evaluation to confirm the risk levels prescribed in the Response Plan were achieved. A post-remediation risk evaluation was not included as a requirement in the Final Response Plan. The Response Plan requires soil to be remediated until prescribed concentrations of contaminants of concern are at threshold levels or below as dictated by the pre-remediation risk assessment provided in the Response Plan, and verified by confirmation sampling and analysis. The post-remediation risk evaluation is a new requirement.

The DTSC requires a Soil Management Plan be drafted and included as an appendix to the RACR. The Final Response Plan requires a Soil Management Plan be developed and approved by the DTSC for inclusion in a covenant to the recorded deed to the property to limit future developments (based upon the achieved clean-up levels) and provide information for the safety of the workers who may come in contact with site media (i.e. soil, soil vapor) during construction of site improvements. Geosyntec's scope of work does not include the development of a Soil Management Plan.

The DTSC has also directed inclusion of certain financial information regarding the source of funding for the remedial action work in the RACR. No requirements for reporting the sources of funding for present or future work were included in the Final Response Plan.

The DTSC has requested changes in the presentation of the information in the RACR. These changes are not technical in nature. The Final Response Plan provided little direction on the content and format of the post-remediation RACR. In recognition of the lack of specificity in the Response Plan regarding the RACR, Geosyntec requested a DTSC review of an annotated draft RACR table of contents prior to producing the RACR. The purpose of the requested reviews was to obtain agreement on the content and format of the RACR. DTSC declined to provide their review citing their staff's preference to review a complete document, only.

Geosyntec has prepared and submitted this proposal at the request of the City. We propose to perform the work described herein on a time and material basis with a mutually agreed upon not-to-exceed budget in accordance with our Agreement dated 2 June 2014. If the City decides to direct Geosyntec to perform the work described in this proposal, then an amendment to our Agreement would be required.

Geosyntec will produce and submit a revised RACR to the DTSC for review, and final approval. The proposed additional work is described below.

## **SCOPE OF WORK**

Geosyntec proposes to perform the additional work described herein. Geosyntec has broken the work down into tasks. The work proposed for each task is presented below:

### **Task 1 Initiation**

Geosyntec has completed this out of scope task. The task included the preparation for and participation in a teleconference conducted on 20 January 2016 with the City and DTSC to discuss the DTSC requests and direction received on 13 January 2016. The purpose of this meeting was to reach a mutual understanding of the DTSC requirements and revisions requested in their 13 January 2016 letter. Geosyntec representatives participating included the teleconference were our project manager Mr. Ken Fredianelli, health risk assessor Ms. Cathy Villaroman, and hydrogeologist Mr. Robert Kovacs. The work included the preparation for the meeting including comparison of the requirements stipulated in the Final Response Plan versus the DTSC letter dated 13 January.

### **Task 2 Combine/Expand Groundwater Reporting**

Geosyntec will revise the RACR to incorporate the information, tables, and figures for the groundwater component of the RACR as prescribed by the DTSC in their 13 January 2016 letter (see Attachment A). This will include technical information regarding a negotiated settlement between the City and DTSC for the future remediation of the Site groundwater by the DTSC.

### **Task 3 Post-Remediation Risk Evaluation**

Geosyntec will produce a post-remedy risk evaluation based upon the levels of contaminants known to remain at the Site. The risk evaluation will be in accordance with the DTSC 13 January 2016 letter (see Attachment A) and as discussed in the 20 January teleconference with the DTSC

to demonstrate the remedial actions undertaken have reduced the concentration of site contaminants to levels that result in an acceptable risk as prescribed in the risk assessment in Final Response Plan. A full risk assessment is not included in this proposal.

#### **Task 4 Soil Management Plan**

Geosyntec will develop a Soil Management Plan for inclusion in the RACR as a stand-alone document presented in an appendix. The Soil Management Plan will reflect the clean-up levels approved by DTSC at the Site and will be intended to restrict future site development, identify additional sampling and analysis, and technical evaluation that should be implemented if impacted soil is encountered during construction of future developments, and health and safety monitoring requirements for future construction workers. A preliminary Table of Contents of the Soil Management Plan is provided in Attachment B to this proposal. Geosyntec anticipates the Soil Management Plan will generally follow the preliminary Table of Contents and will be no more than twenty (20) pages in length and contain up to five figures, one parcel location plat and one plat for each of the four parcels (four plats) that comprise the Site, and four legal descriptions, one for each parcel.

Geosyntec anticipates the need for, and will provide, the parcel maps and legal descriptions of the property parcels. The Site is comprised of four (4) parcels totaling approximately 4.8 acres. Geosyntec proposes to subcontract with Dulin & Boynton, a licensed California Land Surveyor, to provide these services.

Geosyntec understands the Soil Management Plan will ultimately be attached to the deed to the property and recorded with the County, by others. Geosyntec does not provide legal services. Accordingly, legal review of any work product, filing of amendments to the property deed or covenants with the County or other legal services required in the implementation of the work described herein are not included in our proposed scope of work.

#### **Task 5 Financial Reporting**

Geosyntec anticipates receiving the information regarding funding sources that the DTSC has requested from the City. Geosyntec will incorporate the information received from the City into the revised RACR. Geosyntec will provide the basis of estimating the cost for future groundwater remediation used by the City during their negotiated settlement with the DTSC for future groundwater remediation by the DTSC. The cost estimate will be included in an appendix to the RACR.

### **Task 6 Reformatting**

Geosyntec will reformat the RACR as directed by the DTSC in their 13 January 2016 letter (see Attachment A). Reformatting will include retitling the RACR to “Partial Response Plan Implementation Report.”

### **STAFFING**

Geosyntec proposes Mr. Ken Fredianelli as our project manager for the work proposed herein. Mr. Fredianelli is the Project Manager for the remediation work Geosyntec has performed at the Site. Mr. Fredianelli would be assisted by Mr. Robert Kovacs, P.G., C.Hg., C.E.G. and Ms. Cathy Villaroman who provided technical support for the groundwater and risk assessment support for the soil remediation work, respectively, performed by Geosyntec. In addition, Geosyntec proposes to complete the work described in this proposal with resources from our Huntington Beach offices and may obtain assistance from resources located in one of our other Southern California offices (Los Angeles, Pasadena, Inland Empire, and Santa Barbara offices).

Geosyntec intends to subcontract with Dulin & Boynton, a California Licensed Land Surveyor, for the production of the property parcel plats and legal descriptions required for the Soil Management Plan.

### **SCHEDULE**

The overall duration of the work is estimated to be 30 (thirty) days starting with the City’s issuance of a contract amendment and notice-to-proceed to Geosyntec and will be completed with the submittal of the revised Final RACR. It should be noted Task 1, Initiation was completed on 20 January 2016. This work was required in order to determine the level effort and corresponding estimated cost to implement the DTSC directives.

### **COST**

Geosyntec proposes a not-to-exceed budget of **\$24,550** for the completion of the work proposed in this proposal in accordance with our existing Agreement with the City and our 2016 rates. The table below lists our proposed costs by task.



<b>Task</b>	<b>Estimated Cost</b>
<b>Task 1</b> , Initiation	\$2,400
<b>Task 2</b> , Groundwater Reporting	\$5,750
<b>Task 3</b> , Risk Assessment	\$5,900
<b>Task 4</b> , Soil Management Plan	\$8,500
<b>Task 5</b> , Financial Reporting	\$1,000
<b>Task 6</b> , Reformatting	\$1,000
<b>Total</b>	\$24,550

## CONCLUSION

Geosyntec is available to discuss the work proposed for the Former Southlands Steel Site with the City.

Geosyntec is prepared to commence the work immediately upon receipt of an authorization to proceed from the City. Geosyntec will revise the RACR in accordance with the DTSC comments received 13 January and the teleconference conducted with the DTSC on 20 January 2016. Geosyntec will submit the revised RACR to the DTSC within thirty (30) days of receipt of the Notice-to-Proceed from the City.

Sincerely,

Geosyntec Consultants



Ken Fredianelli  
Associate

Geosyntec Consultants



Rich Kraft  
Principal

City of Huntington Park  
21 January 2016  
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Attachment A, DTSC letter dated 13 January 2016 (6 pages)  
Attachment B, Soil Management Plan Preliminary Table of Contents (1 page)



**Matthew Rodriguez**  
Secretary for  
Environmental Protection

## Department of Toxic Substances Control

Barbara A. Lee, Director  
9211 Oakdale Avenue  
Chatsworth, California 91311



**Edmund G. Brown Jr.**  
Governor

January 13, 2016

Ms. Fernanda Palacios  
Redevelopment Project Manager  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, California 90255

DRAFT REMEDIAL ACTION COMPLETION REPORT, FORMER SOUTHLAND STEEL FACILITY 5959-6161 ALAMEDA AVENUE, HUNTINGTON PARK, (SITE CODE 301271)

Dear Ms. Palacios:

The Department of Toxic Substances Control (DTSC) has reviewed the *Draft Remedial Action Completion Report* (Report) (Geosyntec Consultants, November 6, 2015) for the Former Southland Steel Facility (Site) located at 5959-6169 Alameda Street, Huntington Park, California 90255. The Report summarizes the activities that lead up to the excavation fieldwork that was implemented as part of approved Final Response Plan that was approved by DTSC on October 2, 2014.

The Report detail procedures that were used to remove soil contaminated with hazardous metals, Polyaromatic Hydrocarbons (PAH) and Volatile Organic Compounds (VOC) at the Site. The objective of the Report was to mitigate potential risk to human health and the environment through excavation and disposal of soil. The Report also documents tasks that were part of the Response Plan for remediating VOC's in groundwater that are due to historical onsite operations. The groundwater component of the Response Plan was only partially implemented. Groundwater monitoring wells were installed on and off-Site. Due to the complex hydrogeology and the presence of other potential contributors in the immediate vicinity, the Groundwater remedy was not implemented; in lieu, a settlement was reached between the City of Huntington Park and DTSC for the future implementation of the Groundwater remedy.

Ms. Palacios  
January 13, 2016  
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Enclosed are comments from DTSC that must be addressed prior to finalization of the Report. If you have any questions, please contact me at 818-717-6560 or [Manjul.Bose@dtsc.ca.gov](mailto:Manjul.Bose@dtsc.ca.gov)

Sincerely

A handwritten signature in blue ink that reads "Manjul Bose". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Manjul Bose  
Project Manager  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control  
Chatsworth Office

cc: Mr. Ken Frednailli  
Geosyntec Consultants  
2100 Main Street Suite 150  
Huntington Beach, California 92648

Dr. Vivek Mathrani (electronic)  
Staff Toxicologist  
Human and Ecological Risk Office  
Department of Toxic Substances Control  
Berkeley Office

Mr. Pete Cooke, P.G., C.H.G. (electronic)  
Engineering Geologist  
Brownfields & Environmental Restoration Program  
Department of Toxic Substances Control  
Chatsworth Office

Review of  
Draft Remedial Action Completion Report  
Former Southland Steel Facility  
5959-6161 Alameda Street  
Huntington Park, California 90255

December 28, 2015

The following Department of Toxic Substances Control (DTSC) staff reviewed and provided comments here in to the Draft Remedial Action Completion Report (Report) (GeoSyntec, November 6, 2015). Please contact the Project Manager if you have any questions or concerns.

Manjul Bose  
Project Manager  
Brownfields & Environmental Restoration Program  
Department of Toxic Substances Control  
9211 Oakdale Avenue  
Chatsworth, CA 91311  
(818) 717-6560  
[Manjul.Bose@dtsc.ca.gov](mailto:Manjul.Bose@dtsc.ca.gov)

1. The document should be titled "Partial Response Plan Implementation Report" for consistency with CLRRRA document titling requirements
2. Section 1.0, should clearly state that the remedial action was performed in accordance with CLRRRA and the final Response Plan was approved by DTSC. (This is better stated in the Executive Summary of the Response Plan for an example).
3. Clearly identify the outstanding items as well as the field variances approved by DTSC that differ from the approved Response Plan.
4. Sections 1.3.2 & 2.4.1 - 2.4.3, Provide additional information regarding the partial implementation of the Groundwater component of the Response Plan.
5. Section 1.3.2, replace "deviated" with "partially implemented" as it refers to Groundwater component of the approved Response Plan. The word "deviated" is used elsewhere when talking about Groundwater. Groundwater component of the Response Plan was partially implemented, and this has not been captured in the Report.
6. Section 2.4.3, Expand the discussion of the proposed settlement between DTSC and the successor agency to be established to fund the proposed groundwater cleanup at the site after the property is transferred. Discuss the pending work, pursuant the approved Response Plan.

7. Identify clearly the work outstanding for the groundwater component, pursuant to the approved Response Plan.
8. Section, 2.4.3: Discuss the various funding sources applied/to be applied to fund the complete remedy outlined in the Response Plan, including the work completed and outstanding.
9. Provide information on the cost of cleanup and how it is funded as part of the CLRRRA. A detailed breakdown may be added in an appendix
10. Groundwater – partial implementation of the Groundwater Remedy as per the Response Plan. What remains to be implemented and how is it being implemented by DTSC.
11. Provide a cost estimate for the outstanding remedial activities and the proposed funding mechanisms and contingencies to provide for the pending remediation, including long-term stewardship. In addition identify the parties' (DTSC, Alexander BMW and City of Huntington Park / Successor Agency) present and future liabilities for implementation of the groundwater component, as it relates to the proposed settlement and CLRRRA assignment. The cost basis for the Groundwater Remediation costs including RACER outputs as an Appendix and how the costs came to be
12. There are no Groundwater figures referenced or included in the body of the Report text. While Appendix contains the Groundwater memoranda, the Report text should at least summarize the findings of the Groundwater remedial activities, current groundwater flow direction as well as understanding of the mound. Provide Groundwater figures to reflect recent data and groundwater contaminant flow and direction.. Provide a summary of groundwater conditions based on the work completed to date and provide recommendation for additional work associated with implementation of Groundwater remedy in Response Plan.
13. Section 2.6, Provide a post remedial risk assessment for residual VOC and non-VOC for areas that were either remediated or cleared through additional pre-excavation characterization sampling (soil gas, soil matrix). The risk evaluation discussion or text should include summary tables reflecting the maximum, minimum and 95 UCL calculations for the Contaminants of Concern.
14. Some appendices have multiple attachments (like Appendix B and C) that should have a table of contents at the beginning to facilitate access to the contents enclosed.
15. Tables: Highlight the results for samples that exceed cleanup levels, so it's easier to read.
16. Include a soil management plan as an Appendix to be utilized in the future in the, if a previously unidentified release or threatened release of a hazardous material is discovered anytime during construction at the site, as additional assessment, investigation or cleanup may be required

November 20, 2015

The following Department of Toxic Substances Control (DTSC) staff reviewed and provided comments here in to the Draft Remedial Action Completion Report (Report) (GeoSyntec, November 6, 2015). Please contact the Pete Cooke or the Project Manager if you have any questions or concerns.

Pete Cooke, PG, CHG  
Brownfields and Environmental Restoration Program  
Department of Toxic Substances Control  
California Environmental Protection Agency  
9211 Oakdale Avenue  
Chatsworth, CA 91311  
818-717-6555 direct  
818-717-6500 reception  
[Pete.Cooke@dtsc.ca.gov](mailto:Pete.Cooke@dtsc.ca.gov)

I have reviewed the 6 November 2015 "Draft Remedial Action Completion Report" for the Southland Steel site in Huntington Park. The report largely is satisfactory, but a few concerns should be addressed.

1. During recovery activities for the damage imparted to well CY23, the uppermost portion of the casing was replaced and over 200 gallons of deionized water was added to the well. The well needs to be surveyed to determine its new elevation. The authors of the report should address the impact of the slug of deionized water upon future ground water sampling both at CY23 and down-gradient of the well.
2. Section 2.5.1 indicates that the 2003 soil vapor advisory issued by the RWQCB and DTSC was followed. As indicated in the 21 July 2014 "Response Plan" for this site, the 2012 version should have been consulted. Any future soil vapor activities should be guided by the 2015 version available at the DTSC web site at [https://www.dtsc.ca.gov/SiteCleanup/upload/VI\\_ActiveSoilGasAdvisory\\_FINAL.pdf](https://www.dtsc.ca.gov/SiteCleanup/upload/VI_ActiveSoilGasAdvisory_FINAL.pdf).
3. Section 2.5.1 indicates that augering was used to install soil vapor probes at SV-EA1. The section states that the probes were allowed to equilibrate "for a minimum of 24 hours." The 2003, 2012 and 2015 soil vapor sampling guidances specify waiting a minimum of 48 hours before sampling when augering is employed. In reconstructing events from the boring logs and chain of custody forms, it appears the probes were installed on 19 May 2015 and samples were collected on 27 May 2015, much longer than both 24 and 48 hours. The text should be revised.

December 9, 2015

The following Department of Toxic Substances Control (DTSC) staff reviewed and provided comments here in to the Draft Remedial Action Completion Report (Report) (GeoSyntec, November 6, 2015). Please contact the Vivek Mathrani or the Project Manager if you have any questions or concerns.

Dr. Vivek Mathrani, PhD, DABT  
Staff Toxicologist  
Human and Ecological Risk Office  
Department of Toxic Substances Control  
700 Heinz Avenue  
Berkeley, CA 94710  
510-540-3737  
[Vivek.Mathrani@dtsc.ca.gov](mailto:Vivek.Mathrani@dtsc.ca.gov)

Draft Remedial Action Completion Report for the Former Southland Steel Facility in Huntington Park. The Report is dated November 6, 2015 and prepared by Geosyntec Consultants, Inc (Huntington Beach). I have the following comments.

1. Section 1.2 Site Background: The Cadmium Cleanup Goal should be revised to 6.4 mg/kg per previous recommendation made by HERO in the text and the appended soil data tables.
2. Section 2.5.2 Soil Vapor Results and Analysis: HERO recommends the development of a post excavation risk evaluation for soil vapor action levels targeting a cumulative cancer risk of  $10^{-6}$  and cognizant of short-term action levels associated with TCE inhalation.



## **Attachment B**

### **1 Page**

FORMER SOUTHLAND STEEL SITE  
SOIL MANAGEMENT PLAN  
GEOSYNTEC PROPOSED  
PRELIMINARY TABLE OF CONTENTS

1. Statement of Facts
  - a. Purpose of the Plan
  - b. Site Description
  - c. Previous Investigations
  - d. Remedial Actions
  - e. Current Land Use
2. Environmental Hazards and Health Risks Remaining
  - a. Hazardous Substances Remaining
  - b. Health Risks Remaining
3. Restrictions on Use
  - a. Prohibited Uses
  - b. Vapor Intrusion and Restrictions on Structures
  - c. Soil Management
  - d. Prohibited Activities
  - e. Non Interference with Groundwater Wells
  - f. Access
4. Worker Safety
5. Sampling and Analysis
6. Disposition of Impacted Materials
7. Variance, Termination, and Term
8. Miscellaneous
  - a. Notices
  - b. Recordation

**2016**  
**FOURTH AMENDMENT**  
**TO PROFESSIONAL SERVICES AGREEMENT**

**—Southland Steel Property: Geosyntec Consultants—**

(Engagement: Environmental Consulting, Remedial Construction Management Groundwater Well Installation, Well Sampling and Reporting, Professional Geological and Civil Engineering Services)

Parties: Geosyntec Consultants and City of Huntington Park as Successor Agency for the Former Redevelopment Agency of the City of Huntington Park.

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “Fourth Amendment”) is dated as of January 25, 2016 by and between the City of Huntington Park as successor agency to the former Huntington Park Redevelopment Agency, a public body corporate and politic (the “Successor Agency”) and Geosyntec Consultants, Inc., a California corporation (the “Consultant”), and this Fourth Amendment hereby further amends and modifies an agreement entitled “Professional Services Agreement,” dated as of June 2, 2014 (the “Professional Services Agreement”) by and between the Consultant and the Successor Agency, as amended. This Fourth Amendment is entered into by the Consultant and the Successor Agency in light of the facts set forth in the following recital paragraphs:

-- RECITALS --

WHEREAS, the Community Development Commission of the City of Huntington Park served as the governing board of the former Redevelopment Agency of the City of Huntington Park (the “Former Redevelopment Agency”) and the Former Redevelopment Agency acquired certain lands referred to as the “Southland Steel Property” in 2005. The Southland Steel Property is located at 5959-6161 Alameda Street, Huntington Park, California; and

WHEREAS, prior to its acquisition by the Former Redevelopment Agency the Southland Steel Property had been used for manufacturing purposes and the Former Redevelopment Agency determined that various chemicals of concern were present on the Southland Steel Property which required further investigation and clean-up in the interest of protecting and preserving the public health and safety and preventing the spread of blight; and

WHEREAS, the Former Redevelopment Agency entered into an agreement entitled “California Land Reuse and Revitalization Act (CLRRRA) Agreement: Southland Steel.” dated August 31, 2006, with the State of California Department of Toxic Substance Control (“State DTSC”) for the environmental investigation and characterization of the Southland Steel Property, including the implementation by the Former Redevelopment Agency (and now as a result of the dissolution of the Former Redevelopment Agency by adoption of ABX1 26: 2011 Ex. Session Chapter 5, the Successor Agency) of appropriate remedial work on the Southland Steel Property approved by State DTSC, such that the Successor Agency may obtain a no further

action determination and release of environmental responsibility for the Southland Steel Property from State DTSC; and

WHEREAS, based upon the work completed to date by Consultant and an assessment of the remaining remediation necessary for the approval by State DTSC of the cleanup of the Southland Steel Property by the Successor Agency, a further amendment to the Professional Serviced Agreement, as amended by and between the Consultant and the Successor Agency is now necessary; and

WHEREAS, amendments to the Professional Services Agreement are authorized under Section 1.2 of the Professional Services Agreement, as amended.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CONSULTANT AND THE SUCCESSOR AGENCY AGREE AS FOLLOWS:**

1. The agreement between the Consultant and the Successor Agency which was in effect prior to the date of the full execution of this Fourth Amendment by the Consultant and the Successor Agency is evidenced by the following documents:

- (i) a document entitled “Professional Services Agreement” dated as of June 2, 2014, by and between the Consultant and the Successor Agency; and
- (ii) a document entitled “First Amendment to Professional Services Agreement,” dated August 18, 2014 by and between the Consultant and the Successor Agency; and
- (iii) a document entitled “Second Amendment to Professional Services Agreement,” dated November 3, 2014; and
- (iv) a document entitled “Third Amendment to Professional Services Agreement,” dated June 1, 2015.

Collectively, the documents identified in the preceding paragraph of this Section 1 of the Fourth Amendment as subparagraphs (i), (ii), (iii) and (iv), are referred to herein below as the “Master Agreement.” A true and correct copy of the Master Agreement is attached to this Fourth Amendment as **Exhibit “A.”**

Unless the particular context of the usage of a term or phrase in this Fourth Amendment may otherwise require, the meaning of words and phrases as used in this Fourth Amendment shall be the same as set forth in the Master Agreement.

2. As of the date when this Fourth Amendment has been fully executed by the Consultant and the Successor Agency, there is no default under the Master Agreement nor does a fact, exist, which with the giving of notice and the passage of time by either the Consultant or the

Successor Agency would give rise to a default under the Master Agreement, and the Consultant and the Successor Agency each acknowledge and agree that the Master Agreement is in full force and effect.

3. The Consultant hereby acknowledges that as of the date of this Fourth Amendment (January 25, 2016), the Successor Agency has paid the Consultant the sum of \$615, 825 in compensation for “services” or “work,” as each of these terms is defined in Section 1.1 of the Master Agreement, as performed by the Consultant within the Scope of Services under Section 1.1 of the Master Agreement.

4. Section 1.1 of the Master Agreement is amended to include within the Scope of Services, the additional services and tasks to be performed by the Consultant at the direction of the Successor Agency as set forth in the Consultant letter proposal, dated January 21, 2016 under the caption “Geosyntec Professional Service Agreement - Out of Scope Funding Request (RACR).” Accordingly, upon the execution of this Fourth Amendment by the Consultant and the Successor Agency, the Scope of Services under the Master Agreement as amended by this Fourth Amendment, shall include the additional service and tasks to be performed by the Consultant at the direction of the Successor Agency under the Consultant letter proposal dated January 21, 2016. The Consultant letter proposal, dated January 21, 2016 is attached hereto as **Exhibit “B”** and is hereby included within the Scope of Services under the Master Agreement.

5. Prior to the mutual execution of this Fourth Amendment, Section 2.1 of the Master Agreement provides for a not-to-exceed sum of Six Hundred Twenty Three Thousand One Hundred Fifty Six Dollars (\$623,156) as compensation payable by the Successor Agency to the Consultant for tasks and services to be performed under the Master Agreement as the Scope of Services. The Successor Agency hereby approves a further increase in an amount not-to-exceed Twenty Four Thousand Five Hundred and Fifty Dollars (\$24,550) as compensation payable to the Consultant for services and tasks performed by the Consultant within the Scope of Services under the Master Agreement, as amended by this Fourth Amendment. Accordingly, upon the execution of this Fourth Amendment by the Consultant and the Successor Agency, the total amount of compensation payable by the Successor Agency to the Consultant under Section 2.1 for all of services and tasks set forth as the Scope of Services in the Master Agreement as amended by this Fourth Amendment, shall be an amount not-to-exceed Six Hundred and Forty Seven Thousand, Seven Hundred and Six Dollars (\$647,706).

6. Section 3.4 of the Master Agreement is hereby amended to read as follows:

“3.4 Term. The term of this Agreement shall commence on June 2, 2014 and terminate on December 30, 2016. This Agreement may be further extended upon mutual agreement by both parties. Unless earlier terminated in accordance with Sections 8.10 or 8.11 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, except as otherwise provided in the Schedule of Performance.”

7. Except as otherwise set forth in this Fourth Amendment, the Master Agreement as amended by the Fourth Amendment shall remain binding, controlling and in full force and effect. The Master Agreement, as amended by the Fourth Amendment shall constitute the entire,

complete, final, and exclusive expression of the Consultant and the Successor Agency with respect to the matters addressed in such documents.

8. The provisions of this Fourth Amendment including Exhibit “B” of this Fourth Amendment shall be deemed a part of the Master Agreement. In the event of any conflict or inconsistency between the provisions of this Fourth Amendment and the provisions of the Master Agreement, the provisions of this Fourth Amendment shall control, but only in so far as such provisions conflict with the Master Agreement.

9. This Fourth Amendment may be executed in counterparts and when fully executed each such counterpart shall be deemed to be part of one original agreement of the Consultant and the Successor Agency.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS THEREOF, the Consultant and the Successor Agency have caused this Fourth Amendment to be approved and executed as evidenced by the signature of the authorized officer of each of them which appear below.

**CONSULTANT**

**Geosyntec Consultants, Inc., a California corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUCCESSOR AGENCY**

**City of Huntington Park as successor agency to the former Huntington Park Redevelopment Agency**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
Attorney for Successor Agency

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**WHEREAS**, the Huntington Park City Council (the “City Council”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law; and

**WHEREAS**, the State of California (the “State”) has ordered the former Huntington Park Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law”; and

**WHEREAS**, one of the properties identified in the LRPMP and designated for sale to a third party was acquired by the former redevelopment agency in 2005 and is referred to in in the LRPMP as the “Southland Steel Property” (5959-6161 Alameda Street, Huntington Park, California); and

**WHEREAS**, the Southland Steel Property is burdened by the presence of certain chemicals of concern and metals in the soil which exceed regional screening levels; and

1       **WHEREAS**, in 2006 the former Huntington Park Redevelopment Agency entered  
2 into an agreement with the State Department of Toxic Substance Control ("State  
3 DTSC") under the California Land Reuse and Revitalization Act ("CLRRA") for the  
4 removal of shallow surface soils at the Southland Steel Property and a Site  
5 Characterization Report, dated July 20, 2011 was prepared by the former  
6 redevelopment agency for the Southland Property and submitted to State DTSC, and  
7 based upon the information set forth in the Site Characterization Report a remedial  
8 action work plan for the Southland Steel Property was approved by State DTSC in July  
9 2012, and based upon further discussion of the Successor Agency with State DTSC, a  
10 Response Plan, dated July 21, 2014 was prepared by the Successor Agency to address  
11 the remedy of all site media issues present at the Southland Steel Property including  
12 adverse shallow soil contamination, soil vapor and the groundwater conditions which  
13 burden the Southland Street Property; and

14       **WHEREAS**, the Successor Agency has retained the professional environmental  
15 engineering services of Geosyntec Consultants, Inc. ("Geosyntec") under a contract  
16 dated June 2, 2014, which has been modified to date by three amendments (the  
17 "Geosyntec Contract") to assist with the environmental clean-up and remediation on the  
18 Southland Steel Property; and

19       **WHEREAS**, additional site investigation work undertaken by the Successor  
20 Agency on the Southland Steel Property at the direction of State DTSC in May 2015,  
21 now appears to indicate that more shallow soil which is contaminated by various  
22 chemicals of concern than was originally estimated may need to be excavated and  
23 removed from the Southland Steel Property and transported for off-site disposal at a  
24 facility which is licensed to handle certain hazardous wastes; and

25       **WHEREAS**, based upon the work completed to date by Geosyntec and an  
26 assessment of the remaining remediation necessary for the cleanup of the Southland  
27 Steel Property by the Successor Agency, in consultation with Geosyntec and State  
28 DTSC, further amendment to the Geosyntec Contract, as amended by and between the  
Geosyntec and the Successor Agency is now necessary; and

**WHEREAS**, the cost estimate for the land, groundwater, and environmental  
clean-up of the Southland Steel Property requires further amendment in light of  
reasonably increased clean-up costs for the Southland Steel Property as confirmed by  
updated forecasts for remediation provided to the Successor Agency by Geosyntec; and

**WHEREAS**, Health and Safety Code Section 34173(h) provides authorization for  
the City to loan funds to the Successor Agency to pay for administrative costs,  
enforceable obligations, or project-related expenses of the Successor Agency  
associated with the disposition of property pursuant to the LRPMP, at the discretion of  
the City, and that the repayment by the Successor Agency of such a loan from the City  
shall be reflected on the recognized obligation payment schedule of the Successor



1 Agency, which is subject to the approval of the Oversight Board for the Successor  
2 Agency; and

3 **WHEREAS**, the City and the Successor Agency have both determined that it is  
4 necessary and appropriate to approve the proposed Fourth Amendment to the  
5 Geosyntec Agreement, as herein provided below, in order that the Successor Agency  
6 may comply with the CLRRRA Agreement and State Redevelopment Dissolution Law and  
7 pay for certain additional environmental remediation costs and complete the disposition  
8 of the Southland Steel Property to Alexander Imports.

9 **NOW THEREFORE BE IT RESOLVED, BY THE OVERSIGHT BOARD TO THE**  
10 **SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT**  
11 **COMMISSION OF THE CITY OF HUNTINGTON PARK, AS FOLLOWS:**

12 **SECTION 1.** The recitals set forth above are true and correct and incorporated herein  
13 by reference.

14 **SECTION 2.** The Oversight Board to the Successor Agency to the former Community  
15 Development Commission of the City of Huntington Park hereby approves the Fourth  
16 Amendment to the Geosyntec Agreement, attached to this Resolution as **Exhibit "A."**  
17 Funds for the payment of increased fees due pursuant to the Fourth Amendment to the  
18 Geosyntec Agreement shall be provided from the monies made available to the  
19 Successor Agency under the State Department of Finance relating to Line Item No. 13  
20 identified by the Successor Agency on ROPS 15-16B.

21 **SECTION 3.** For the purposes of any review of this Resolution as may hereafter be  
22 requested by the State Department of Finance, the Oversight Board hereby designates  
23 the following official to whom the State Department of Finance may make that request  
24 This Resolution shall take effect immediately upon its adoption by the City Council and  
25 the City Clerk shall certify to the passage and adoption of this Resolution and enter it  
26 into the book of original Resolutions.

27 **SECTION 4.** This Resolution shall take effect upon adoption. The City Clerk shall  
28 certify to the adoption of this Resolution.

29 **PASSED, APPROVED AND ADOPTED** by the Oversight Board to the  
30 Successor Agency to the former Community Development Commission of the City of  
31 Huntington Park this 25<sup>th</sup> day of January, 2016.

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\_\_\_\_\_  
Chair of the Oversight Board

ATTEST:

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Secretary to the Oversight Board

**EXHIBIT "A" – FOURTH AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT WITH GEOSYNTEC CONSULTANTS**

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